

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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LADIES PROFESSIONAL GOLF	:	Civil Action No.: _____
ASSOCIATION,	:	
	:	
Plaintiff,	:	COMPLAINT
	:	
v.	:	
	:	
JoongAng Ilbo Co., Ltd.,	:	
	:	
Defendant.	:	
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Plaintiff Ladies Professional Golf Association (the “**LPGA**” or “**Plaintiff**”), by and through its undersigned counsel, for its Complaint against Defendant JoongAng Ilbo Co., Ltd. (“**JoongAng Ilbo**” or “**Defendant**”), alleges upon personal knowledge with respect to itself and its own acts, and upon information and belief as to all other matters as follows:

NATURE OF THE ACTION

1. This is a straightforward action against Defendant JoongAng Ilbo to enforce a payment guaranty.
2. This action arises out of non-party JTBC Discovery Inc.’s (“JTBC Discovery”) failure to fulfill its payment obligations under the International Broadcast Distribution Agreement, by and between the LPGA and JTBC Discovery with an effective date of January 1, 2021 (as subsequently amended, the “Broadcast Agreement”), and the Tournament Sponsorship Support Agreement, by and between the LPGA and JTBC Discovery with an effective date of January 1, 2021 (as subsequently amended, the “Sponsorship Agreement”) (collectively, the “Agreements”).

3. JoongAng Ilbo executed in favor of the LPGA a broad continuing, unconditional, and irrevocable guaranty (the “Guarantee” with an effective date of October 1, 2021, attached hereto as Exhibit A) for the full payment and performance by JTBC Discovery of its obligations under the Agreements.

4. JTBC Discovery has failed to make certain payments under the Agreements, which to date amounts to [REDACTED], plus interest and other damages, costs, and fees stemming from such failure.

5. Under the terms of the Guarantee, JoongAng Ilbo is obligated to pay these amounts owed to the LPGA, plus reasonable counsel fees and costs incurred by the LPGA in enforcing the Guarantee.

RELEVANT PARTIES AND NON-PARTIES

6. Plaintiff LPGA is the premier organization for female professional golfers and is the organizer of the LPGA Tour, a series of golf tournaments for the most elite female golfers. It is a membership-based Association comprised of touring and teaching professionals worldwide.

7. The LPGA is a non-profit corporation organized and existing under the laws of Ohio, United States of America, with its principal place of business located at 100 International Golf Drive, Daytona Beach, Florida 32124 United States of America.

8. Defendant JoongAng Ilbo, the signatory to the Guarantee, is one of the largest newspaper companies in South Korea. Upon information and belief, JoongAng Ilbo is organized and existing under the laws in South Korea, with its principal place of business located in Seoul, South Korea.

9. Non-party JTBC Discovery is the counterparty to the Broadcast and Sponsorship Agreements, which were originally executed by JTBC PLUS Co., Ltd. (“JTBC PLUS”). JTBC Discovery is a joint venture formed in part by JTBC PLUS, with the purported purpose of

assuming JTBC PLUS' golf channel business. Upon the formation of the joint venture, the Agreements were transferred and assigned to, and the rights and obligations assumed by, JTBC Discovery. Also at the time of formation, JoongAng Ilbo executed the subject Guarantee to replace the previous guarantee involving JTBC PLUS, thereby guaranteeing JTBC Discovery's full payment and performance of its obligations under the Agreements.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this case under 28 U.S.C. § 1332(a)(2), as complete diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

11. JoongAng Ilbo consented to the exclusive jurisdiction and venue of the U.S. Federal or State Courts of New York for all disputes arising under the Guarantee, and that the Guarantee shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflict of law principles or statutes that would require the application of the laws of any other jurisdiction. (Ex. A ¶ 7.)

FACTUAL BACKGROUND

The LPGA and Its Agreements with JTBC Discovery

12. The LPGA was founded in 1950 by a group of prominent female golfers. What began as a grassroots organization is now one of the longest-running women's professional sports associations in the world. For decades the LPGA has attracted a large public following for its popular golf tournaments held domestically and internationally.

13. The LPGA is incredibly popular in South Korea, and the country produces numerous top female golfers, including LPGA Tour members. For these reasons, the LPGA's partnerships in South Korea are especially important and the LPGA goes to great lengths to build and maintain them.

14. The LPGA first contracted with Joongang Broadcasting Corporation (also known as “J Golf”) in 2009. At that time and subsequently, the parties executed multiple agreements, including for tournament sponsorships and the exclusive right to broadcast LPGA events in South Korea.

15. The rights and obligations to the LPGA’s agreements with J Golf were subsequently acquired by JTBC PLUS.

16. In late 2020, the LPGA and JTBC PLUS entered into the Agreements underlying this dispute, which became effective on January 1, 2021 and are set to last until December 31, 2025.

17. In or around September 2021, JTBC PLUS transferred and assigned the Agreements to JTBC Discovery following its formation as a joint venture.

18. The Broadcast Agreement gives JTBC Discovery the exclusive right to broadcast LPGA Events in Korea in exchange for payment of annual license fees.

19. The Sponsorship Agreement gives JTBC Discovery the option to utilize a number of rights including naming rights, television benefits, access and hospitality rights, and tournament logo and name recognition. In exchange, JTBC Discovery agreed to pay the LPGA yearly fees under the Sponsorship Agreement.

20. Timely payment is of the essence under the Agreements. (*See* Broadcast Agreement Standard Terms and Conditions § 1(b); Sponsorship Agreement § 11.)

JTBC Discovery’s Failure to Meet Its Payment Obligations

21. Throughout the pendency of these Agreements and the LPGA’s previous agreements with Joongang Broadcasting Corporation and JTBC PLUS, the LPGA has consistently fulfilled its obligations and honored its commitments to this partnership.

22. Yet, for more than a year, JTBC Discovery has largely failed to fulfill its payment obligations for the services rendered by the LPGA under both Agreements.

23. To date, the following payments are past due under the Broadcast Agreement:

2/1/2024	██████████
5/1/2024	██████████
8/1/2024	██████████
11/1/2024	██████████
2/1/2025	██████████
TOTAL	██████████

24. To date, the following payments are past due under the Sponsorship Agreement:

5/1/2024	██████████
7/1/2024	██████████
8/1/2024	██████████
1/1/2025	██████████
2/1/2025	██████████
TOTAL	██████████

25. Additionally, under the terms of the Agreements, the LPGA is entitled to interest on all untimely payments at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law. (Broadcast Agreement Standard Terms and Conditions § 1(b); Sponsorship Agreement § 2.)

26. Thus, JTBC Discovery presently owes the LPGA ██████████ in outstanding fees, plus interest, under the Agreements.

27. In an effort to resolve this issue without outside intervention, the LPGA has made repeated and good faith efforts to contact and secure payment from JTBC Discovery. The LPGA has received sparse and uninformative responses from JTBC Discovery in response to these efforts, with no indication of when the outstanding payments will be made.

28. JTBC Discovery's persistent failure to fulfill its payment obligations has negatively impacted the LPGA and its players. Notably, JTBC Discovery has failed to remit payment for three LPGA tournaments.

29. Most recently, the LPGA was forced to cancel the FIR HILLS SERI PAK Championship event, originally scheduled for March 20-23, 2025, in light of JTBC Discovery's failure to meet its payment obligations for both 2024 and 2025. This is despite the LPGA having already incurred costs and commitments exceeding \$1.5 million, which could not be recouped.

30. On February 6, 2025, the LPGA sent its final notice to JTBC Discovery's Chief Financial Officer, Mr. Gwangseok Lee, demanding the remittance of all outstanding payments by February 14, 2025. The letter noted that if payment was not made by that date, the LPGA would be forced to pursue payment from JoongAng Ilbo as the Guarantor.

31. At all relevant times, the LPGA has fully performed its obligations under the Agreements. Having not received the outstanding payments from JTBC Discovery, the LPGA has no choice but to enforce the Guarantee.

JoongAng Ilbo's Obligations Under the Guarantee

32. The Guarantee explicitly states that it is being entered by JoongAng Ilbo for the benefit of the LPGA in connection with the Agreements. (Ex. A at 1, ¶ 10.)

33. Under its terms, JoongAng Ilbo has guaranteed timely and complete payment to the LPGA under the Agreements when due:

[REDACTED]

(*Id.* ¶ 2.)

34. Paragraph 2 of the Guarantee also makes clear that JoongAng Ilbo's guarantee extends to obligations and liabilities incurred by JTBC Discovery under the Agreement. This would include damages incurred by the LPGA stemming from JTBC Discovery's failure to make certain payments under the Agreements.

35. JoongAng Ilbo also represents and warrants that, *inter alia*, all corporate procedures have been complied with that properly authorized execution of the Guarantee:

(*Id.* ¶ 4.)

36. Moreover, JoongAng Ilbo has waived any defenses to the enforcement of this Guarantee, including any right to notice prior to the LPGA seeking to enforce these obligations,

and agreed that the LPGA is not required to exercise or exhaust its rights or remedies against JTBC Discovery before pursuing its rights under the Guarantee:

[REDACTED]

(Id. ¶ 5.)

[REDACTED]

(Id. ¶ 6.)

37. In light of the foregoing, the LPGA is entitled to receive from JoongAng Ilbo full payment of all amounts owed by JTBC Discovery under the Agreements, plus interest, and reasonable counsel fees and costs in connection with this action.

FIRST CLAIM FOR RELIEF
(To enforce the Guarantee)

38. Plaintiff hereby repeats and re-alleges the allegations set forth in the preceding paragraphs of this Complaint.

39. JTBC Discovery has failed to meet its payments obligations under the Agreements, with a current outstanding balance of [REDACTED], plus interest. This figure will continue to grow if and when JTBC Discovery is unable to meet its future payment obligations under the Agreements.

40. Moreover, JTBC Discovery's failure to meet these obligations has forced the PGA to take action to mitigate its losses, including the cancelation of one of its tournaments. The PGA incurred expenses in connection with these actions, as well as costs and commitments that it was not able to recover.

41. JoongAng Ilbo has unconditionally, absolutely, and irrevocably guaranteed to the PGA "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]" (*Id.* ¶ 2.)

42. Thus, pursuant to the Guarantee, JoongAng Ilbo is obligated to pay the PGA all outstanding payments under the Agreements and any damages owed to the PGA by JTBC Discovery.

43. In addition, the PGA has incurred fees and expenses in connection with the collection of the amounts owed under the Agreements and through enforcing the Guarantee which include, but are not limited to, counsel fees and expenses. JoongAng Ilbo is also obligated

to pay the LPGA these amounts under the Guarantee's terms, including in connection with this action. (*See id.*)

44. The terms of the Guarantee allow the LPGA to bring this action to enforce the Guarantee at this time. (*See id.* ¶¶ 5, 6.)

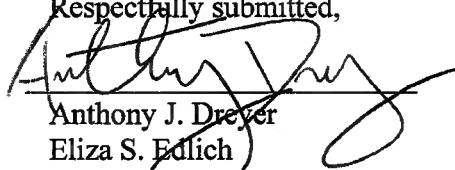
PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court:

- a. Order JoongAng Ilbo to pay the LPGA all outstanding amounts owed to it by JTBC Discovery under the Agreements, which at the time of filing are [REDACTED];
- b. Order JoongAng Ilbo to pay the LPGA the contractually agreed-upon interest, in an amount to be determined at trial;
- c. Order JoongAng Ilbo to pay the LPGA the damages owed to it by JTBC for its failure to make certain payments under the Agreements, in an amount to be determined at trial;
- d. Order JoongAng Ilbo to pay the LPGA reasonable counsel fees, costs, and expenses incurred in connection with this action; and
- e. Grant the LPGA such further relief as the Court deems just and proper.

Date: New York, New York
February 18, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony J. Dreyer", is written over a horizontal line.

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EXHIBIT A

FILED UNDER SEAL